

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

MICHAEL ROBERTS  
*Plaintiff*

v.

ALTAIR LINES S.A.  
(referred to in Complaint  
as M/V SHINANO REEFER *in personam*)  
*Defendant / Third-Party Plaintiff*

v.

ACTIVE CRANE RENTALS, INC.  
*Third Party Defendant/ Fourth  
Party Defendant*

v.

MURPHY MARINE SERVICES and  
MAGCO CRANE RENTALS  
*Fourth Party Defendants*

CIVIL ACTION NO. 05-454 -GMS

**STIPULATION AND AGREEMENT DISMISSING WITH PREJUDICE AND  
RELEASING ALL CLAIMS BY AND BETWEEN ALTAIR LINES S. A. , ACTIVE  
CRANE RENTALS, INC. , MAGCO CRANE, AND MURPHY MARINE SERVICES, INC**

Altair Lines S. A. , Active Crane Rentals, Inc., Magco Crane, and Murphy Marine  
Services, Inc. by and through their undersigned attorneys hereby stipulate and agree to the  
following:

1. On November 17, 2006 the parties to the captioned lawsuit reached a global  
settlement whereby the plaintiff Michael Roberts agreed to dismiss his Complaint with prejudice  
in exchange for certain consideration and the remaining parties, Altair Lines S. A. , Active Crane  
Rentals, Inc., Magco Crane, and Murphy Marine Services, Inc. agreed to dismiss all claims by

and between each other so that the entire case, including all cross-claims, counterclaims, third-party complaints, and fourth party complaints, would be dismissed with prejudice.

2. All claims by and between Altair Lines S. A. , Active Crane Rentals, Inc., Magco Crane, and Murphy Marine Services, Inc., including, but not limited to all cross-claims, counterclaims, third-party complaints, and fourth party complaints, are hereby dismissed with prejudice.

3. Altair Lines S. A. , Active Crane Rentals, Inc., Magco Crane, and Murphy Marine Services, Inc., in exchange for the consideration of the dismissal with prejudice of all claims brought by and between each other in the captioned lawsuit, do hereby fully and finally release, remise and forever discharge each other from all claims brought by and between each other in the captioned lawsuit including, but not limited to all cross-claims, counterclaims, third-party complaints, and fourth party complaints.

4. The undersigned counsel for Altair Lines S. A. , Active Crane Rentals, Inc., Magco Crane, and Murphy Marine Services, Inc. have received full and complete authority from their respective clients to enter into the within Stipulation and Agreement.

PALMER BIEZUP &amp; HENDERSON LLP

By:                     /s/                      
Michael B. McCauley  
Attorneys for Defendant Altair Lines S.A.

HOLLSTEIN, KEATING, CATTELL,  
JOHNSON & GOLDSTEIN, P.C.

REGER RIZZO KAVULICH &  
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By: /s/  
Lynne M. Parker  
Attorneys for Fourth Party Defendant  
Murphy Marine Services, Inc.

By: /s/  
Louis J. Rizzo, Jr.  
Attorneys for Third Party Defendant  
Active Crane Rentals, Inc.

SWARTZ CAMPBELL LLC

By: /s/  
Nicholas E. Skiles  
Attorneys for Fourth Party Defendant  
Magco Crane

Dated :January 3, 2007

APPROVED BY THE COURT:

J.